

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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CHAPTER 500

LAND USE AND MANAGEMENT

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500 LAND USE

500.1 OBJECTIVES

1. To identify policies and procedures employed to effectively manage, utilize and sustain the trees and forest resources of the County Forest.
2. To identify and regulate management activities and land uses to ensure protection of the trees, forest and natural resources on the County Forest.
3. To layout proper permits needed for certain activities on the County Forest

505 MANAGING TREE HEALTH AND REGENERATION

Proactive management activities to retain appropriate tree species, promote tree health and ensure regeneration of trees is essential to the goals and objectives of this plan. Silvicultural practices will be conducted across all forest lands to promote and protect health of trees and provide for regeneration of the forest for future generations. Silvicultural practices will be utilized across all forest lands to promote tree health and ensure regeneration of trees. All silvicultural practices will be conducted to achieve a sustainable harvest level. Silvicultural practices will be distributed across the forest to accommodate needs including social needs for timber and jobs, biodiversity, wildlife, aesthetics, watershed protection and other biological needs.

Tracking of forest health including maintaining data such as tree density, tree age, harvest history, insect and disease location is critical to maintenance and management of large forested areas. The DNR database and mapping program, WisFIRS, will be used for maintenance of tree and timber inventories and planning all silvicultural activities on the County forest. Cutting and sale of all commercial products including trees removed during silvicultural practices or those removed for other projects including development of recreational sites and trails shall be tracked and maintained in the timber inventories.

505.1 PROVIDING SPACE AND LIGHT- COMMERCIAL OPERATIONS- CUTTING AND SALE OR TRADE OF FOREST PRODUCTS

Regulated commercial cutting of timber utilizing silvicultural guidelines is essential to this plan. Regulated timber cutting improves tree health by providing adequate light and

space for trees, which maximizes growth and improves tree vigor. Rapidly growing, vigorous trees creates a healthy forest which are resilient and improves forest success from natural disturbances such as insect and disease attacks, wildfires and wind events. Timber cutting under silvicultural guidelines also prepares individual sites for natural regeneration by preparing for proper amount of light to benefit the tree species on the site. Commercial cutting of timber also provides critical income to the County which is utilized for many services provided by county programs.

Other cutting of trees also occurs on the County forest. Cutting and sale or trade of forest products and timber for development of recreational facilities shall also be accounted for under regulations in s. 28.11, Wisconsin Stats. Cutting and sale of forest products **on all projects**, will be established, administered and reported in accordance with the DNR Timber Sale Handbook (2461), including filing of appropriate cutting notice under Form 2460, documentation of NHI, Historic and Archaeology searches and mitigation requirements, and considerations for water quality and soil disturbances.

Prior to any cutting and sale or trade of forest products, the quantity and value of forest products to be removed shall be determined and reported to the Wisconsin DNR on Form 2460 with no cutting activity until DNR approvals have been received.

All cutting and sale or trade of forest products with an estimated value of \$3001 or more are to be advertised for public bidding as required by (s. 28.11, Wis. Stats.). Cutting and sale or trade of products with an estimated value of \$3000 or less or cutting and sales that would qualify under a salvage provision (s. 28.11(6)(c), Wis. Stats.) may be sold direct without advertising.

505.1.1 FIELD PREPARATION OF COMMERCIAL OPERATIONS- TIMBER SALES

The County and the DNR will cooperate to locate, designate and prepare cutting areas for sale. The Forest administrator and/or the and DNR liaison forester shall jointly be responsible to see that the field work on cutting areas is accomplished. The County Forest Administrator and the DNR Liaison forester will also jointly be responsible for ensuring that all proper documentation for each cutting project is properly filled out and routed for signatures as required under s. 28.11, Wis. Stats.

505.1.2 FIELD PREPARATION OF PROJECTS FOR RECREATIONAL FACILITY OR TRAIL DEVELOPMENT INCLUDING SALE OR TRADE OF FOREST PRODUCTS

The County Parks & Recreation Administrator and the DNR Liaison Forester will cooperate to properly document and track the sale or trade of forest products harvested during recreational facility and trail development. The Parks and Recreation Administrator and DNR liaison forester shall jointly be responsible to see that the field work for sale or trade of forest products is accomplished. The Parks and Recreation Administrator and Liaison will also jointly be responsible for ensuring that all documentation for sale or trade of forest products is properly filled out and routed for signatures as required under s. 28.11, Wis. Stats.

505.1.3 ADVERTISING FOR BIDS- SALE OR TRADE OF FOREST PRODUCTS WITH AN ESTIMATED VALUE OF \$3000 OR LESS

After field work including forest product appraisal is completed and necessary reports receive DNR approval, depending upon project type, the County Forest Administrator or Parks and Recreation Administrator shall prepare a sale prospectus and make it available to interested contractors for a minimum of 2 weeks for inspection and quotations.

Quotations shall be accepted as sealed bids for opening and subsequent approval by the Forestry, Recreation and Land Committee at a scheduled committee meeting. If after the two-week inspection period, no interested contractors submit quotations, the County Forest Administrator or the Parks and Recreation Administrator shall directly contact a

qualified contractor to negotiate forest product sale or trade at not less than the appraised value as required under s. 28.11, Wis. Stats.

505.1.4 ADVERTISING FOR BIDS- SALE OR TRADE OF FOREST PRODUCTS WITH AN ESTIMATED VALUE OF \$3001 OR MORE

Sale or trade of any forest products with an estimated value of \$3001 or more, regardless of project type, shall be under the direction of the County Forest Administrator. After field work is completed and necessary reports receive DNR, the County Forest Administrator shall prepare a sale prospectus and make it available to interested contractors through public advertisement.

Advertisements for sale or trade of forest products, at a minimum, will be by classified ad in the Vilas County News-Review and Lakeland Times newspapers, having general circulation in the county meeting s.28.11(6)(b) Wis. Stats. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in early spring and fall, or as needed. Under s.28.11(6)(b) Wis. Stats, timber sale advertisements, at a minimum, will be by classified ad in a newspaper having general circulation in the county. Ads shall be run once each week for two consecutive weeks, the last being at least one week prior to the bid opening. A longer advance time will be given when feasible. Sealed bid sales will generally be offered in early spring and fall, or as needed.

505.1.5 PROSPECTUS

The following minimum information will be made available to prospective bidders:

1. Species to be harvested and estimated volume
2. Maps of sale areas
3. Special contract provisions
4. Procedures for bidding
5. Bid forms
6. Contract bond and advance stumpage schedule

6
7
8 **505.1.6 METHOD OF BIDDING**

9 Bids will be reviewed, and/or approved, by the Committee at a scheduled and
10 advertised meeting. Bids shall be submitted in sealed envelope showing tract
11 number and marked "sealed bid" on the outside and shall be submitted on County
12 Forest bid forms. Bids shall be made by the bidder for each tract bid on, and shall
13 contain:

14 (1) The bid price per ton, per cord, per thousand board feet for each species
15 offered, based upon the bid form and the total for each species bid. The
16 total value of the CONTRACT bid shall be indicated on both scaled and
17 lump sum bids. The total bid value must meet or exceed the advertised
18 sale minimum, as documented on DNR form 2460 for the sale area.

(2) A minimum payment of 25% of the bid value of each tract must
accompany the bid as a bid bond. The bid bond shall be in the form of a
check, money order, or bank draft and made payable to Vilas County. The
amount of the bid bond is equal to the performance deposit for each tract of
timber as specified in the Prospectus. Bid bonds by check or cash may be
replace with a letter of credit within 15 days of the bid opening, a letter of
credit is only allowed from a bank or financial institution licensed to do
business in Wisconsin or Michigan.

505.1.7 AWARDING CONTRACTS

The high bidder is normally awarded the contract for sale of forest products; however, the
committee reserves the right to reject any or all bids and accept the bid offer most advantageous
to the county. Grounds for rejecting bids may include without limit:

- 1 • Non-compliance with County Forest contract or bid requirements.
2 • Delinquent financial obligations as documented directly by Vilas County or
3 through background checks
4 • Unsatisfactory past performances as documented directly by Vilas County or
5 through background checks.

- Inability to demonstrate financial or professional capability. Evaluation criteria on the harvest contracts will be price and documented ability to satisfactorily complete the contract. Factors to be assessed may include proposed equipment and operation, references, proof of financial stability, past performance and documented training completed.
- The award of contract to the successful bidder shall be based upon the bid determined most advantageous to the County.

Tie bids may be settled by toss of a coin if both parties are agreeable; otherwise the bids on that tract will be rejected and the sale re-advertised.

Sales remaining unsold after being advertised for two bid openings may be sold direct at not less than the appraised value even though their estimated value exceeds \$3,000. (See DNR [Timber Sale Handbook](#)).

505.1.8 CONTRACTS FOR SALE OR TRADE OF FOREST PRODUCTS

1. Contracts will be prepared with copies provided to the contractor and the DNR with the original filed in the County Forest Administrator's office.
2. Contracts are to be signed by the successful bidder within 15 days of the sale or before cutting begins, whichever occurs first, with payment being made according to the County Bond and Advance Stumpage Payment Schedule. Failure to sign the contract within 15 days may result in the retention of all or part of the bid bond up to the difference in the stumpage value bid by the next highest bidder who is awarded the contract and not less than \$250.00.

505.1.9 BID BOND FOR SALE OF FOREST PRODUCTS

Contractor shall maintain a bid bond to insure proper execution of the sale contract. The bid bond shall be equal to 10% of appraised timber value, rounded to the nearest \$10.00. For sales with product value calculated to be less than \$500.00, the bid bond shall be \$500.00.

The bid deposit may be in the form of check, cash, letter of credit, or bond certificate. The bid bond shall be submitted by the Contractor with the

original bid.

Letters of Credit or Bond certificate shall have their termination date to be 90 days beyond the termination date of the Contract. Any Letter of Credit shall be issued from a bank, credit union or financial institution licensed to do business in Wisconsin or Michigan. The financial institution shall be federally insured with that statement within the Letter of Credit along with corresponding license numbers. Any extension, if granted will require reissuance of Letters of Credit or bonds to meet or exceed this requirement.

The bid bond may be transferred to the performance bond.

The Contractor may replace a bid deposit in the form of check or cash with a Letter of Credit for a sale within 15 days of the bid opening provided that the Letter of Credit meets requirements within the sale contract.

In addition to the bid bond the Contractor, **prior to any harvesting operations**, shall remit a performance bond and maintain advance stumpage payment which is no less than 25% of total contract value based upon bid.

505.1.10 CONTRACT PROVISIONS

All contracts for sale or trade of forest products will be on the form approved by the committee and all provisions therein shall apply. A copy of the sale map will be attached and become a part of the contract. The following items are essential contract provisions that shall be covered in each contract.

505.1.11 CONTRACT NUMBER AND CONTRACT NAME

Every contract shall have a unique tract number and sale number as required within the Vilas County approved timber sale contract (appendix _____).

505.1.12 CONTRACT PARTIES

Contracts must have Name, Address, and other contact information of the Contractor.

505.1.13 DURATION AND EXTENSION OF CONTRACTS

All contracts begin on the date of signature of the Committee Chairman. All contracts will be issued for not less than six months nor more than 4 years. Contracts will be dated to expire on the anniversary of the sale. Exceptions may be made in cases of

extenuating circumstances.

One-year extensions of time **may be** granted at the discretion of the Committee, at the request of the contractor, with an appropriate adjustment in stumpage rates. No Contracts may extend beyond 4 years. Extensions shall include an adjustment in stumpage rates is determined by the following rate increase schedule:

One-year Contracts:	1st extension - 5% increase in stumpage rates
	2nd extension - 10% increase in stumpage rates
	3rd extension - 15% increase in stumpage rates
Two-year Contracts:	1st extension - 10% increase in stumpage rates
	2nd extension - 15% increase in stumpage rates
Three-year Contracts:	1st extension - 15% increase in stumpage rates
Four-year Contracts:	No extensions granted

In the event of multiple extensions, stumpage rate increases shall be at compounded.

No Cost Extensions: If an extension does not take a Contract beyond the 4-year limit, an extension of time with no stumpage increase **may be** considered and approved by the Committee when the Contractor submits proof and verifiable documentation that:

1. The extension is warranted due to circumstances beyond the Contractor's control which may include but is not limited to abnormally or extremely wet and inclement weather and/or site conditions which precluded completion as verified by the County Representative.
2. The Contractor's has entered into a commitment to provide timber salvage assistance, within Wisconsin or the Upper Peninsula of Michigan to protect landscape scale forest resources as verified by the County Representative. (Notes: hurricane clean-up and small-scale commercial clean-up do not qualify under this request). Any such extension shall be requested at time of salvage work completion and approved at a regular monthly meeting of the Committee.

505.1.14 TERMINATION OF CONTRACT BY COUNTY

Contracts in Vilas County can be terminated by action of the Committee for any breach of contract by the contractor.

505.1.15 PERFORMANCE BOND, DAMAGES, FUTURE CONTRACTS

Contractor shall agree that the performance deposit in the form of a check or cash may be forfeited to the County as liquidated damages upon determination by the Committee or the Committee's Representative that any condition of the terms of the contract has been breached by the Contractor. The Contractor further agrees that the County retains the right to draw upon the Letter of Credit or bond for liquidated damages as a result of a breach by the Contractor. If the County chooses and can reasonably determine the actual damages suffered as a result of the breach of Contract by the Contractor, actual damages plus additional reasonable costs incurred by the County are the responsibility of

the Contractor and may be deducted from this performance deposit or otherwise collected by the County regardless of the amount of the performance deposit.

Under contract the contractor shall agree that the performance deposit may be retained by the County until all performance under the contract has been completed to the County Representative's satisfaction and the County's Representative determines the performance has been so completed. If the County's Representative determines the performance has not been completed satisfactorily and is not in conformance with the contract, the performance deposit may be retained by the County until the County's Representative can determine damages caused by lack of performance and establish value to be withheld through liquidated damages or until Contractor can take actions to bring the contract into conformance as determined appropriate by the County's Representative.

If timber or other forest products not specifically described in the Contract or designated by the County for cutting are cut, damaged, or removed by the Contractor, the County may pursue any and all remedies for unlawful use of the County's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft, or criminal damage to property in addition to the County's Contract remedies for breach.

When a Contract breach has been identified and the Contractor has been notified in writing, the County's Representative may, when it is deemed reasonable and in the best interest of the County, allow the Contractor to continue performance under the Contract. Under these terms the Contractor shall repair items identified within the breach. In the event of cutting, removal or damage of undesignated timber, inappropriate documentation of timber removed, or non-payment for timber removed, the Contractor shall be assessed liquidated damages double the mill value of the timber as determined by the County's Representative. The County's Representative's permission to allow continued operations shall not be considered a waiver of breach nor prevent the County from considering such breach for purposes of asserting any other remedies available to the County. It is agreed that double mill scale sum and value is a reasonable estimate of the probable damages suffered by the County and shall not be construed as or held to be in the nature of a penalty. If the contract is terminated by breach caused by the Contractor and the County determines it inappropriate to allow Contractor to continue or resume any operations, the County reserves the right to retain 100% of the performance deposit without justification of costs incurred.

Under contract the contractor shall agree that if the timber identified in the contract for cutting is to be resold due to a breach of the contract, as determined appropriate by the County, the County is not obligated to give oral or written notice to the Contractor as to the timing, value or identity of the succeeding Contractor.

The County's damages upon the Contractor's failure to perform the contract

include, but are not limited to:

1. The Contractor's bid value of any timber not cut and removed under the contract.
2. Double the mill value as determined by the County's Representative, for timber cut, removed, or damaged without authorization under or in violation of the contract.
3. All costs of sale area cleanup, restoration or completion of performance not completed by the Contractor.
4. All losses for reduced stumpage and mill values within the succeeding sale of products.
5. The costs of resale of timber not cut and removed under the contract, including but not limited to TIMBER appraisals, contract preparation and staff time and materials.
6. If the County seeks damages for breach of the contract through court proceedings, and if the County prevails in such proceedings, in whole or in part, then under contract the contractor shall agree to pay all of the County's actual and reasonable expenses, including attorneys and expert witness fees. The County agrees to mitigate the damages for breach by offering the remaining timber or retained products for resale if the County determines the timber or products are saleable based upon volume, quality or access.
7. If a Contractor is deemed by the County's Representative to be in breach of the contract, the Contractor will also be deemed an irresponsible Contractor and refused the opportunity to bid upon or obtain future harvesting contracts from the County's property for a period not to exceed two (2) years from the date of determination of the breach. The County may choose to waive refusal of bidding with extra requirement for advance payment of all stumpage amounts prior to hauling and double performance bonds for those Contractors deemed as irresponsible Contractors.

505.1.16 TITLE TO TIMBER

Title to timber or forest products cut under Contract shall remain with the County until payments as required in the Contract is received by the County or written authorization to remove the timber or forest products has been given by the County Representative.

The County shall bear the risk of loss or damage to the timber until payment is received unless such damage is caused by action or inaction of the Contractor, the Contractor's agents or employees.

505.1.17 METHODS OF ACCOUNTABILITY AND PAYMENT SCHEDULE

Under contract the contractor shall agree to pay payments for timber removed under the contract in the amount and in accordance with the payment schedule and its conditions which is attached and made a part of the Contract. Payment shall be in a form acceptable to the County.

The volume of timber indicated in the Contract or other appraisal or cruise documents of the County are estimates. The County gives no

warranty or guarantee respecting the quantity, quality or volume of the marked or otherwise designated timber or forest products on the premises. Estimated volumes to be harvested and payment rates by products will be provided in the contract based upon accepted bid amounts.

All payments to the County from the Contractor will be cash, Certified Check, or money order unless other arrangements are approved in writing by the County or County's Representative. Submission of payments for more than one sale must be by separate Certified Check or money order.

Advance payment deposits shall be made by the Contractor to pay for stumpage values in relation to cutting capabilities in advance of removal of timber products from the premises. County's Representative may suspend operations at any time for failure to make advance payments, until such a time that the Contractor provides adequate payments or security deposits to the County, as determined by the County's Representative.

An advanced payment to the County from the Contractor, not required within the contract, may be made at any time desirable by the Contractor. County recommends to the Contractor to review detailed reports and make payments in advance whenever the balance due approaches 50% of the performance deposit amount. County's Representative may suspend operations at any time for failure to make advance payments until such a time that the Contractor provides adequate payments or security deposits to the County.

Contractor shall pay any invoice received from the County within 7 business days of invoice date. Failure to pay within the 7-day time requirement will be considered breach of Contract and may result in appropriate actions under the contract by the County's Representative. County's Representative may suspend operations at any time for failure to meet 7-day payment requirements until such a time that payments have been made and received.

Overdue balances will be charged an interest penalty at the rate of **24% per year** for each day balances are past due. The penalty will be calculated by this formula: (amount past due) X (.000658) X (# of days past due).

ACCOUNTING AND MINIMUM BALANCE REQUIREMENTS

County will track advanced payments and actual stumpage value in a dedicated Contract Stumpage Account.

County shall provide a detailed report of Contract Stumpage Account to the Contractor at regular intervals.

County shall reconcile Haul Permit System products each time mill scale tickets are received. Woods scale values shall be input into the Contract Stumpage Account following actual scale by County's Representative.

County shall provide invoice to Contractor for all woods scaled products each time wood scale is input into the Contract Stumpage Account.

County shall provide an invoice to the Contractor for reconciliation of Haul Permit System products when balance plus weekly production rates exceed 50% of the performance deposit value.

The Contractor, **upon commencement of operations**, shall remit and maintain a minimum positive stumpage account balance which is no less than 25% of estimated total Contract value based upon bid. Minimum positive balance shall include both advanced haul permit purchase receipts and mandatory minimum deposits for woods scale products which may be decked on the premises. County's Representative may suspend operations at any time for failure to maintain the required minimum account balance.

REMOVAL WITHOUT PAYMENT

Timber or other forest products may not be removed from the premises until paid for as provided in the Contract or other guarantees for payment have been made with and to the satisfaction of the County's Representative so as to authorize its cutting and removal.

Upon removal of timber or other forest products in violation of the contract, the Contractor will agree to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of Contract, the County may seek charges against the Contractor for timber theft, criminal damage to property on any violation of administrative rule or ordinance.

505.1.18 UTILIZATION SPECIFICATIONS

Cut wood products will be utilized to a minimum specification of a 100-inch stick with a minimum four-inch top diameter inside the bark.

Tracts or designated species purchased, as whole tree volume must utilize the whole tree.

Any change in utilization as specified in the contract will result in an amendment of stumpage prices.

A penalty of up to double the mill rate as determined by the Vilas County Forestry Department shall be imposed for the volume of marked or designated trees left uncut or undesignated trees cut or damaged and timber not utilized in tops and stumps.

505.1.19 TRAINING REQUIREMENTS

The contractor shall agree to provide, prior to signing Contract and for the duration of the Contract, documentation that at least one person on site engaged in the performance of the contract complies with the training standard as adopted by the Wisconsin SFI® Implementation Committee. Criteria for the standard can be obtained by contacting the Forest Industry Safety & Training Alliance (FISTA). The County recognizes and accepts documentation under the Michigan training standard.

505.1.20 FOREST RESOURCE PROTECTION

FOREST FIRE PREVENTION

Under the contract the Contractor shall agree to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle and properly maintained by the Contractor or its Representatives.

All chainsaws and all non-turbocharged off-road logging machines utilized shall be equipped with spark arrestors which meet the requirements of U.S. Forest Service specifications. Such arrestors may not be altered in any manner or removed and shall be properly maintained by the Contractor or its Representative.

If a fire occurs, under contract the contractor shall agree to promptly cooperate in the control and suppression of the fire.

The Contractor shall comply with all requests regarding forest fire prevention and suppression made by the County's Representative and take all reasonable precautions to prevent, suppress and report forest fires. Contractor agrees that such request may include ceasing or modifying operations as determined appropriate by the County Representative.

The Contractor retains responsibility for damage and forest fire suppression costs, including cost and responsibilities as identified on SS 26.14 and 26.21 Wisconsin Statutes, for damage and costs caused by the operations, actions, or inactions by the Contractor or the Contractor's Representatives.

TREE DISEASE AND INSECTS

The Vilas County Forest is at risk from introduction of Heterobasidion Root Disease which affects pines and balsam fir, bark beetles that affect pine species and Oak Wilt fungus which affects oak species. In an effort to protect the forest from these threats, under the contract the Contractor shall agree to the following complete measures to protect the forest from disease:

The Contractor shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of all soil from the previous harvest and shall only enter the premises harvest following adequate cleaning as determined by the County's Representative. If previous job(s) included entering stands with confirmation of Heterobasidion Root Disease, Contractor must clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering the premises.

If the timber on the premises contain white pine, red pine or balsam fir and if HRD is confirmed in the stand or is identified in Vilas County or an adjacent county, Under contract the contractor shall agree **to follow the Heterobasidion Root Disease (HRD) requirements as in attachment C.** Additional guidance is located within the "Harvest Regulations" on the Harvest contract Map.

If the timber on the premises contain white pine, red pine or jack pine. To reduce the risk of damage to residual trees by bark beetle infestations during harvesting operations, **all cut pine products will be required to be removed from the sale area within 14 days during the period of May 15 to August 15 in one or more cutting units on the premises.** Additional guidance is contained within the "Harvest Regulations" on the Harvest contract Map.

If the timber on the premises contains red oak, under contract the contractor shall agree to follow Oak Wilt restriction guidelines. The Contractor **may not conduct roadwork, skidding, or cutting from April 15 through August 5 in one or more cutting units on the premises.** Additional guidance is contained within the "Harvest Regulations" on the Harvest contract Map.

INVASIVE INSECTS AND INVASIVE PLANTS

The Vilas County Forest is at risk from introduction invasive insects including emerald ash borer and jack pine bud worm and a wide variety of invasive plants which affect a wide variety of forest habitats. In an effort to protect the forest from these threats, under contract the contractor shall agree to complete the following measures to protect the forest from invasive insects and invasive plants:

The Contractor shall not enter any Vilas County Forest lands or the premises with any Off-Road Equipment without having cleaned such equipment of insect larvae, insects, seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material of invasive species as identified and defined by the Wisconsin DNR in **Ch. NR 40**. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, the Contractor shall provide the County's Representative information on the cleaning measures undertaken or provide a letter from an independent resource professional stating that equipment was inspected prior to moving to its current location and that there are no known invasive species at that site.

County's performance of equipment inspection: Contractor shall provide the County's Representative 24-hour advanced notice requesting an equipment inspection and make the equipment available for inspection at the Vilas County Forestry Department located at 2112 N. Railroad Street, Eagle River, WI or an agreeable alternate location. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds or plant material. Contractor shall not be required to disassemble equipment unless so directed by the County's Representative, for reason, during inspection.

Contractor agrees that authorization to enter the premises will only occur after satisfactory equipment inspection or verification of cleaning compliance by the County's Representative.

NATIONAL HERITAGE INVENTORY AND HISTORIC SITES

The Vilas County Forest has populations of and provides habitat to many plant and animal species that are listed as endangered, threatened or species of concern. The forest also has archaeological and burial sites that must be protected by law. If one or more of these species, habitats or sites have been identified within a 1-mile or 2-mile buffer of the premises, operating restrictions will be placed on cutting units to protect the species or sites.. Additional guidance will contained within the "Harvest Regulations" on the Contract Map.

505.1.21 SOIL DISTURBANCE, EROSION, GULLYS, RUTTING, EROSION CONTROL AND BEST MANAGEMENT PRACTICES (BMP'S)

Contractor agrees that all operations on the premises shall occur only during dry or frozen ground conditions. The Contractor shall take all steps and precautions to avoid and minimize soil disturbances such as erosion, soil compaction and rutting. If soil disturbances occur, under contract the contractor shall agree to mitigate and repair any and all soil disturbance to the satisfaction of the County's Representative.

Definitions:

A gully is an erosion channel cut into the soil along a line of water flow.

A rut is an elongated depression in a trail or roadway caused by dragging logs, by wheels or by tracks of harvesting machinery. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.

A primary skid trail is used for three or more passes.

A secondary skid trail is used for one or two passes.

Depth: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth will be measured to the lesser of the two depths (the "top" of the lug).

Excessive soil disturbance is defined as follows:

On logging roads, landings, primary skid trails, and general harvest areas:

A gully or rut which is 6" deep or greater and resulting in channelized flow to a wetland, stream, or lake.

In an upland area (outside of RMZ) a gully or rut is 10" deep or greater and 66' long or greater.

On secondary skid trails and general harvest areas:

A gully or rut which is 6" deep or greater and 66' long or greater.

In any wetland or riparian management zone as defined by Wisconsin Best Management Practices for Water Quality (BMP's):

A gully or rut which is 6" deep or greater and 66' long or greater.

Non- Excessive soil disturbance is defined as follows:

Any soil disturbance of concern to the County's Representative not meeting thresholds of excessive definition above.

Non- Excessive Soil Disturbance Mitigation Requirements:

Non-Excessive Soil Disturbance Mitigation Requirements:

If disturbance is on the premises, Contractor shall evaluate disturbance and determine mitigation actions and complete mitigation actions to address disturbance.

If the soil disturbance occurs on a county forest road that is not part of an ongoing Contract, a County Representative will evaluate what actions are needed to address the disturbance and direct the Contractor to complete mitigation as necessary.

The County Representative will evaluate the premises prior to closing the Contract to ensure that all soil disturbances are properly addressed. Under contract the contractor shall agree to complete all mitigation as required by the County Representative prior to closure of the contract. County retains the right to withhold liquidated damages to address any non-excessive soil disturbance not adequately addressed by the Contractor.

The Contractor is responsible for adhering to Wisconsin's Best Management Practices for Water Quality. Non-compliance with BMPs for Water Quality will result in cessation of all Contract activity and may result in termination of the contract and forfeiture of all or part of the performance deposit. If damages exceed the value of the performance deposit, the County reserves the right to seek legal action to assure repair to the affected area.

505.1.22 INDEMNIFICATION, LIABILITY AND WORKERS COMPENSATION INSURANCE

INDEMNIFICATION

Under contract the contractor shall agree to protect, indemnify, and save harmless the County, its Representatives, and employees from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or inaction of the Contractor, who shall defend the County in any such cause of action or claim.

INDEPENDENT CONTRACTOR

Under contract the contractor is an independent Contractor and not an employee or agent of the County for any purposes including Worker's Compensation.

The County agrees that the Contractor shall have sole control of the method, hours worked, and time and manner of any performance under the contract other than as specifically provided herein.

The County reserves the right only to inspect the job site or premises for insuring that the performance is progressing or completion complies with the Contract.

The County takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Contractor or the

Contractor's employees or agent.

The County further agrees that it will exercise no control over the selection and dismissal of the Contractor's employees or agents.

INSURANCE; NOTIFICATION

Contractor shall provide a Certificate of Insurance naming Vilas County as an "Additional Insured". The insurance shall be in an amount no less than \$1,000,000 single limit per occurrence, including coverage of \$1,000,000 for bodily injury, including death, and \$1,000,000 property damage. Insurer shall notify the Vilas County Forestry Department within five days of any change.

The Contractor, prior to any performance under the Contract, shall provide the County with a Certificate of Insurance indicating that Worker's Compensation Insurance coverage is provided for all employees regardless of exemptions in §102, Wis. Stats., working under the contract. Such Certificate shall further include the condition that the Insurer shall notify the Vilas County Forestry Department within five days of any change in its terms or twenty days prior to its termination.

505.1.23 FOREST PRODUCTS ACCOUNTABILITY

SORTING, DECKING, SCALING, CONVERSION FACTORS

The Bidding document will determine product definitions and scaling methods in the contract.

Three product groups will be recognized including saw logs/poles, cordwood/boltwood, and mixed products.

Sorting: All saw logs/poles, cordwood/boltwood and mixed products must be decked and separated by product and species under the contract.

Cordwood and Boltwood, if part of the bidding document (Attachment B), shall be defined as follows:

- **Units of scale** for stick scaled cordwood and boltwood will be a cord. A cord is defined as having the following dimensions - 4'x4'x100" or 133 cubic feet when stick scaled. When stick scaled the scale weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461. All cordwood or boltwood will be charged per ton based upon actual weight or cord to weight conversion for stick scaled wood.
- Cordwood and boltwood shall include all aspen, maple, ash, basswood, birch, red oak, pin oak, white pine, red

pine, jack pine, spruce, balsam fir.

- Cordwood and boltwood shall have minimum useable length of 8'.
- Cordwood and boltwood shall have a minimum diameter of 3 ½" inside the bark with a maximum diameter of 9 ½" inside the bark.
- Any product pile with a mixture of maple, ash, basswood, birch, red oak, pin oak shall be considered hardwood cordwood or hardwood boltwood depending upon diameters of the small ends.
- Piles shall be tightly packed with air space minimized to allow for accurate scale. Contractor agrees to assume loss of volumes related to improperly packed cordwood/boltwood piles.
- Any product pile sorted with diameter ranges greater than 8" and less than 10" diameter on the small end shall be considered boltwood. All boltwood composed of maple, ash, basswood, birch, red oak, or pin oak shall be considered hardwood boltwood and requires scaling by the County's Representative prior to leaving the premises.
- Products larger than 9 ½" inside the bark and not meeting sawlog grade standards in Paragraph E.6. below may be placed into cordwood or boltwood piles following inspection and approval by the County's Representative.
- If cordwood/boltwood lengths other than 100" are produced, cubic feet will be measured from the product piles and cord volumes will be calculated utilizing the 133 cubic feet per cord conversion.

Sawlogs/Poles, if part of the bidding document, shall be defined as follows:

- Units of scale for stick scaled Sawlogs/Poles shall be per 1000 board feet, also known as MBF. The Scribner Decimal C Log Rule shall be used for scaling logs and poles.
- Sorting: Sawlogs/poles shall be decked placing the small ends facing the roadside. When decks contain logs or poles of more than one length, the log length shall be marked on the small end. Deck height shall not exceed six feet. Poles longer than 20' (twenty feet) must be laid out individually on the ground with

the small ends facing the same direction with pole lengths indicated on the small end.

- Species Limitations: Sawlogs shall include only maple, ash, basswood, birch, red oak, pin oak, red pine, white pine unless otherwise indicated in Harvest contract Minimum useable length of 8'.
- Minimum diameter of 10" inside the bark on the small end with no maximum diameter.
- Stem quality must meet the minimum grade 3 sawlog standard as defined by the Wisconsin and Michigan Timber Producers scaling specification.
- Products meeting minimum size requirements as a sawlog but not meeting grade 3 standards shall be sorted separately for inspection. All products which meet the minimum 10" diameter, not separated from piles for grade inspection, shall be scaled and charged to the Contractor as a sawlog.
- Products meeting minimum diameter, grade 3 quality standards even lengths from 8ft. to 16 ft. shall be considered sawlogs.
- Any product longer than 16 ft. shall be considered a pole and must be scaled utilizing the Scribner Decimal C scale stick by the County's Representative.

Mixed Product- Roundwood: if part of the bidding document (Attachment B), products including pine and conifer sawlogs, pulpwood and cordwood may be mixed together for one scale at one per ton price. All mixed product-roundwood shall be sold by weight. When stick scaled, the stick scale to weight conversion will utilize the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.

Mixed Product- Chipped: All mixed product-chipped shall be sold by weight, all billing will be based upon weight recorded by mill weight scales. Contractor agrees to exclude products which meet sawlog or hardwood boltwood specifications from the chipping process.

Conversion Factors from cords to MBF (thousand board feet) will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods. Use of these conversions will be at the discretion of the County's Representative based upon scaling method chosen.

Peeled products- 12.5% will be added to the volume of hand peeled or ring debarked volume and 25% will be added to other machine peeled volumes to compute the equivalent unpeeled volume. Volumes

produced by chipping operations will be determined by the Cordwood Weight Conversion Factors in WDNR Timber Sale Handbook 2461.

505.1. FOREST CERTIFICATION

The area encompassed by contracts are certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100% and the Forest Stewardship Council® SCS-FM/COC-00083G FSC 100%. Forest products from this sale may be delivered to the mills SFI 100% or FSC 100% as long as the Contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The Contractor is responsible for maintaining COC after leaving the sale area.

505.8.13 OTHER CONTRACT CONDITIONS

A. RESIDUAL DAMAGE AND WASTE

The Contractor agrees to complete all operations and performance as described in the Contract without waste or nuisance on the premises and any other property of the County and use all reasonable care not to damage trees not designated for marked for cutting.

Excessive damage to residual timber stands must be avoided. Trees bent or held down by felled trees shall be promptly released. Trees damaged through normal cutting operations may be designated for cutting by the County's Representative, harvested (if merchantable), and paid for at the rate specified. For species and product not identified in the contract, the County's Representative shall appraise the value of the damage and assess appropriate charges.

Damage to residual timber stands shall be considered excessive if the damage to individual trees on any one acre exceeds 5% of the residual basal area. If damage to residual trees exceeds the standards set forth in the contract, the Contractor shall submit to the County or its agent a written mitigation plan. The Contractor will be subject to liquidated damages as identified. Additional penalties may be imposed that include termination of the contract and forfeiture of all or a portion of the performance bond.

Excessive damage includes broken tops that render the tree useless as a future crop tree, wounds that discolor wood causing lower wood quality, and bark or limb injuries that provide routes of infection into previously healthy trees. Bark abrasion is one of the most significant types of damage that can occur during harvest operations. When this type of major damage occurs, it greatly reduces the quality and quantity of future wood products by causing stain or decay in the high-value butt log. In fact, damage of this type can result in a 50 percent chance of

tree mortality. Basal wounds are more likely to become infected, and decay is usually more extensive than in wounds higher on trees.

Excessive damage to an individual tree is further defined as one or more of the following:

Broken branches – more than 25% of the crown is destroyed.

- Root damage – more than 25% of the root area is exposed or severed within the drip line of the tree's crown.
- Any bole or tree broken off.
- Any tree tipped more than 10 degrees from its vertical position.
- Bark abrasions on the bole, roots, or limbs that remove an area of the outer bark of the tree that is equal to or greater than 50 square centimeters (or 9 square inches – 3" x 3").

B. STUMP HEIGHTS

Maximum stump height shall not exceed 10 inches unless specified otherwise in the "Harvest Regulations" of the Contract Map. **A \$10 penalty** shall be assessed for each stump not meeting stump height restrictions as identified in this Paragraph or in the "Harvest Regulations" of the Contract Map as attached.

C. ZONE COMPLETION

The Contractor agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map or in the cutting requirements before beginning cutting on the next portion or zone to the satisfaction of the County's Representative, unless agreed to otherwise by the County's Representative.

All trees marked or otherwise designated by the contract shall be cut progressively and to the satisfaction of the County's Representative whether or not the quantity or quality of such timber is more or less than the estimates comprising the operational specifications.

D. SLASH

Contractor agrees to comply with State Slash Law, §26.12(6), Wis. Stats., including but not limited to:

Slash falling into any lake, in any right-of-way, or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.

Contractor agrees to maintain roadways and trails in conditions free from brush and waste resulting from operations. Roadway and trail conditions standards shall be to the satisfaction of the County's Representative. Contractor agrees that additional requirements may occur in areas of established recreational trails.

Contractor agrees to scatter waste wood, tops, and stumps to reduce the height to less than 2 feet and enhance the visual aesthetics of the area to the satisfaction of the County's Representative.

Contractor agrees to other slash disposal requirements specific to this sale area as defined in attached "Harvest Regulations" and Timber Sale map.

Title to tops and slash shall remain with the County and may not be utilized by the Contractor, or at the Contractor's direction, unless otherwise specified in the contract.

E. CLEANUP AND USE OF THE SALE AREA

The Contractor shall remove, to the satisfaction of the County's Representative, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris from the premises when requested by the County's Representative, upon completion of the performance on the contract or upon termination of the contract due to breach by the Contractor.

No residence, dwelling, permanent structure, or improvement may be established or constructed on the premises or other property of the County.

The Contractor agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fluid, and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Contractor in conformance with BMP standards and to the satisfaction of the County's Representative. Any on-site spillage must be reported to the DNR according to §292.11, Wis. Stats., and must be removed and cleaned up by the Contractor. All costs associated with the cleanup will be the responsibility of the Contractor.

No litter shall be deposited on the sale area, or on access route to the area. This includes such material as empty oil cans, broken equipment parts, and lunch containers. A \$10.00 penalty will be imposed for each time litter is noted and documented on the sale area by the County's Representative

F. SURVEY MONUMENTS

Contractor shall be responsible for knowledge of the boundaries of the sale area, and shall be liable for all trespass committed by the Contractor outside of such boundaries.

The Contractor agrees to pay for the cost of repair or replacement of any land survey monuments or accessories that are removed, destroyed, or made inaccessible. In the event that the deposit placed by the Contractor under Condition 4 is insufficient to cover such costs, \$59.74, Wis. Stats., "Perpetuation of Landmarks" may be enforced.

Trees painted to mark either legal or sale boundaries shall not be cut. All trees felled across property boundary lines must be pulled back into Vilas County Forest property and the sale area before being limbed and topped. All slash must be pulled away from the boundary line to allow unencumbered access to the property lines for maintenance.

G. ASSIGNMENT

Neither the contract nor any right or duty in whole or in part by the Contractor under the contract may be assigned, delegated, or subcontracted without the written consent of the County.

H. RIGHT OF INSPECTION

The County reserves the right to delay or terminate work under the contract if it is so determined to be in the best interest of Vilas County. The decision of the County, acting on the advice of the County's Representative after verifying or denying the Contractor's compliance with the terms of the contract, shall be final.

The County retains for itself the right of ingress and egress to and on the sale across any access acquired by the Contractor and may inspect the premises, equipment, and trucks hauling forest products or traveling on, to or from the sale area at any time. If the inspection reveals any violations of the contract, the Contractor shall promptly take measures to remedy the violation as identified.

The County's Representative may terminate the Contractor's operations upon oral notice to the Contractor. Upon receipt of the notice, the Contractor shall cease operations until the County's Representative approves resumption of operations. Continued occupancy and operations without approval shall be considered and enforced as a trespass.

I. PROPERTY ACCESS

Other than access as approved for the public to County lands, the Contractor will have no access or privilege to go upon the County's

property other than to comply with the contract and may not authorize access or use to others except for the sole purpose of performing the contract.

Any access across private lands, other lands, or roads not owned and operated by Vilas County is the responsibility of the Contractor. The County assumes no responsibility to assure access across private lands, other lands or roads which may affect the Contractor's responsibility to complete work under the contract.

J. RECREATIONAL TRAILS

When contract areas have potential to impact recreational trails, Contractor agrees to additional responsibility for operations as identified "Harvest Regulations" on the Contract Map

When Contractor's operations or hauling impact established recreational trails on the premises or other lands owned by the County, Contractor retains the responsibility of adequate posting of warning signs including "Logging ahead" or "Trucks hauling" when operations or hauling directly impact established recreational trails, including but not limited to Snowmobile and ATV/UTV trails.

Contractor may contact the County's Representative or trail clubs responsible for trail segments impacted for temporary signage and assistance with this requirement.

When Contractor's operations or hauling impact established recreational trails on the premises or other lands owned by the County, decking of product on Snowmobile Trails during the period of December 1 through March 31 or on ATV Trails during periods of when ATV trails are open to the public shall be avoided. Any decking of product of established trails will require advanced written approval of the County's Representative.

When Contractor's operations or hauling impact established recreational trails on the premises or other lands owned by the County, Contractor agrees to protect trail signs established on the premises to the highest extent possible. If trail signs are damaged or removed due to operational requirements, the Contractor retains the responsibility to collect the signs and directly contact the trails club operating the trail segment to properly replace signs as required for trail operations and safety.

When Contractor's operations or hauling impact established recreational trails on the premises or other lands owned by the County, Contractor agrees that plowing of snowmobile trails during the period of December 1 through March 31 will only be completed in such a manner which maintain snow cover on the trail at all times. These trails

shall be plowed as wide as practical to allow passage between snowmobiles and vehicles, trucks, or equipment. Where plowing to allow passage is not practical, the Contractor shall plow and maintain as many turn-offs as practical to provide snowmobilers a safe place to pull off the trail.

In the event the Contractor has an equipment or vehicle breakdown on any established recreational trail and is unable to remove the equipment or vehicle from the trail, the Contractor shall notify the Forestry Department within one hour and place and maintain reflective hazard markers on either side of the equipment to alert trail users of the hazard, until the equipment or vehicle can be removed.

All berms or vehicle access control structures on hunter walking trails removed must be temporarily replaced at the edge of sale boundaries to control public vehicle access to these trails when the contract is operational and/or open. When Contracts are completed, berms and vehicle access control structures must be replaced at original locations and temporary berms or vehicle access control structures shall be removed and/or leveled to the satisfaction of the County's Representative. **The Contractor retains responsibility for trail and road damage outside of the premises due to failure to contain public traffic into these areas.**

K. APPLICABLE LAWS: FEDERAL, STATE, AND LOCAL

REGULATIONS COMPLIANCE:

Contractor agrees to comply with all applicable federal state and local laws or regulations in connection with the performance of the contract. The Contractor is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Contractor's employees, including provisions relating to danger trees. In addition, the Contractor agrees to notify, and obtain agreement from, the County if the Contractor intends to modify performance required under the contract for the purpose of compliance with OSHA requirements.

L. MULTIPLE CONTRACTS WITH COUNTY

Successful bidders on more than one tract must complete each tract before moving into a new tract. All previous Contracts must be completed before new tracts can be started. Permission to cut in more than one tract at a time is subject to County's Representative approval. **Contractors with existing Contracts in default or beyond completion dates will not be approved for additional Contracts.**

M. RELEASE OF MILL AND PURCHASE RECORDS

County reserves the right to request mill and purchase records, from any vendor purchasing product from the Contractor, for times and dates that the Contractor is operating on the premises. Contractor agrees that the mill and purchase records shall be released to the County for these time frames and that the Contractor will execute a letter or form from the Contractor to any vendor to provide mill and purchase records to the County upon request of the County's Representative.

N. FIREWOOD CUTTING ON ACTIVE TIMBER SALES

Any firewood sold will be paid for at the Contract stumpage rates. The Contractor and his employees may remove up to 10 cords of non-merchantable wood for their personal use with a valid firewood-gathering permit. Non-merchantable wood is defined as any part of a tree not capable of being cut to a 100-inch length with a small end diameter of 4 inches or larger, or with rot or defects which precludes sale as cordwood, boltwood, or sawlog . products. **Removal of non-merchantable firewood from the premises requires prior inspection and approval of the County's Representative**

505.8.16 ATTACHMENTS TO CONTRACT

All contracts for the sale or trade of forest products shall include attachments including a Timber Sale Map, Harvest Regulations, Contract Restrictions and the Accepted Bid Form.

505.9 CONTRACT RESTRICTIONS

1. To minimize resource damage, the types of logging equipment, methods, and times of operation used on sale areas may be restricted by the county.
2. Special restrictions may be required in accordance with county aesthetic policy, if applicable.
3. Seasonal restrictions may be applied to protect roads, minimize recreation use conflicts, benefit wildlife management, avoid endangered resources concerns, minimize insect and disease problems, or to assist in fire protection.

505.10 HARVEST CONTRACT ROADS, TRAILS, LANDINGS MILL SITES,

CAMPSITES

Prior to location, construction, and use of logging roads, mill sites, temporary campsites, and landings the Contractor shall request advance approval and on-site inspection by the County's Representative.

All facilities used or constructed by the Contractor shall be operated, maintained, and restored to the satisfaction of the County's Representative prior to termination or completion of the contract.

Contractor shall repair damage to existing roads and trails to a condition equal to or better than conditions prior to logging activity to the satisfaction of the County's Representative.

Contractor agrees that logging roads and trails that intersect town, county, or state roads must have the intersections approved by the proper authorities and proof submitted to the County's Representative prior to construction. All unsightly debris accumulated at the time of construction or during operations shall be removed to the satisfaction of the County's Representative.

Contractor agrees that no decking or skidding is allowed on any County Forest Road, Town Road, County, or State Highway regardless of permission from any authority.

505.11 CONTRACT OVERSIGHT

The County designates Contract oversight on the contract to the Vilas County Forest Administrator and/or designees of the Vilas County Forestry Department as assigned. These designees shall hereafter be called "the County's Representative". Sale inspections will be performed periodically by county and / or DNR Forestry personnel, as requested, with corresponding notations in the sales record.

505.12 FOREST PRODUCTS ACCOUNTABILITY

505.12.1 Scaling Merchantability

1. Sawlogs will be scaled by the Scribner Decimal C. log rule. A log is defined as:

Examples:

- _____" diameter or larger inside bark (d.i.b.) at 8' in length (plus trim) for softwood
- _____" diameter or larger inside bark (d.i.b.) small end at 8' in

length for hardwood

- *Minimum net scale of 50% of the gross scale of the log*

2. The standard unit of measure for cordwood is measuring 4' x 4' x 8' of unpeeled wood. A pulpwood tree contains at least one 1. 8' stick, to a minimum top diameter as defined in the contract.
3. The DNR [Timber Sale Handbook](#) will be used as a guide in determining the conversion rates for posts, poles, bolts, chips, weight- scaled wood or other types of forest products.

505.12.2 Utilization Standards

Utilization standards will be specified on individual contracts to provide maximum utilization of all merchantable timber and will be based on the scaling standards noted in _____.

505.12.3 METHODS OF ACCOUNTABILITY

Wood harvested from the sale area must be accounted for and payment made in accordance with existing policy and procedure. One or more of the following may be used on an individual sale:

1. *The ticket system utilizes serialized three-part tickets that must be paid for in advance, based on the approximate stumpage value of the wood to be hauled. One ticket must accompany each load of wood to the mill. Mill scale will be accepted for volume determination.*
2. *Wood may also be scaled on the landing. This method is generally used for sawlogs. Payment for wood products scaled is normally due within _____ days of scaling / in advance / within _____ days of billing / prior to hauling. (Select as appropriate)*
3. *Lump sum sales may be utilized and divided into cutting units when practical. Payment for a cutting unit must be received in full before any cutting begins in that unit.*

505.2 PROVIDING SPACE AND LIGHT- PRE-COMMERCIAL OPERATIONS

Silvicultural guidelines provide for practices to improve spacing and light availability and individual tree improvement through practices prior to times when trees and timber becomes of a size that can be harvested commercially. These practices are called pre-commercial operations. Precommercial operations on the Vilas County forest include timber stand improvement and tree pruning.

505.2.1 TIMBER STAND IMPROVEMENT

Timber stand improvement (TSI) is a practice to provide adequate light and space for trees that are seedling or sapling size. Under some condition the forest produces more seedlings and saplings than an areas can accommodate or undesirable species are present and limiting the growth of desirable species. TSI provides improvement to the forest by reducing or eliminating the competition from undesirable species of trees, shrubs or grass to provide space and light the trees that are desirable on a site. TSI practices come at a cost to Vilas County and some practices are not economically feasible. When economically feasible, Vilas County will utilize sound TSI silvicultural practices to pre-commercially thin stands or seedlings or saplings utilizing mechanical cutting of undesirable tree species and brush. When economically feasible and determined to be safe, Vilas County will utilize sound TSI silvicultural practices to reduce competing grass and fine woody competition utilizing chemical (herbicide) treatments or prescribed fire.

505.2.2 TREE PRUNING

Tree branch in the lower segments of tree crowns sometime die naturally from lack of sunlight. These dead branches and dead stubs left from branches provide vectors for transmission of disease, insects, and rot into the tree, reducing tree health. Dead branches also provide “ladder” fuels in the event of wildfires and increase the fire danger. Tree pruning can be utilized to improve health of trees and reduce wildfire danger, pruning also has the potential of improving quality of timber on a site. Tree pruning comes at a cost to Vilas County and in regards to tree health and improvement in timber value it has been demonstrated that pruning is not economically beneficial. When economically feasible, Vilas County will utilize tree pruning to reduce “ladder” fuels and wildfire danger.

505.3 ENSURING REGENERATION OF THE FOREST

Proactive management activities to ensure regeneration of trees is essential to the goals and objectives of this plan and is a primary requirement of sustaining the forest. Silvicultural practices will be conducted across all forest lands to provide for regeneration of the forest for future generations. Regeneration of the forest depends upon the seeding potential and varying light requirements for light for the trees present in any particular site. In general, three levels of light requirements exist within tree species, species with seedlings that are tolerant of shade, species with seedlings that are tolerant to partial shade and species with seedlings that are intolerant of shade. Different silvicultural systems are utilized to meet the requirements of tree species. Generally single tree selection harvesting systems and some forms with modification are utilized for tree species that regenerate best in the shade. Shelterwood harvesting systems are utilized for tree species which regenerate best in partial shade. Seed tree, coppice, and clear cut harvesting systems are utilized for tree species which regenerate best in total sunlight. Silvicultural systems will be utilized across all forest lands to provide for regeneration of the trees for future generations and ensure sustainability of the forest. A summary of approved silvicultural practices by forest type is available in Appendix _____ of this plan

505.3.1 NATURAL REGENERATION

Depending upon site conditions, with use of proper silvicultural system, some species of trees on the forest provide adequate seeding or root sprouting abilities to naturally regenerate a site to with little or no additional effort. Other sites require additional work to reduce competition or prepare seed beds to allow natural regeneration for the tree species desired. Natural regeneration of tree species utilizing proper silvicultural systems, is desired ecologically and most economical practice to ensure forest regeneration. Natural regeneration of tree types by utilization of proper silvicultural systems will be the priority in regeneration of the Vilas County forest. On proper sites, as determined by silvicultural requirements based upon soils and existing tree stocking, natural

regeneration will be utilized all aspen sites, white pine sites, red oak sites, northern hardwood sites, spruce sites, balsam fir sites and swamp conifer sites. Conversion of these sites to other forest types will be limited to sites where healthy growth and regeneration of the tree species present cannot be obtained due to site soil and growth limitations. Natural regeneration of jack pine sites will be considered when tree density and competition allow for natural regeneration

When required and economically feasible site preparation including seed bed preparation and competition control including mechanical, chemical (herbicide), and prescribed fire will be utilized to promote natural regeneration. Direct seeding may also be utilized to improve tree stocking on natural regeneration areas.

505.3.2 ARTIFICIAL REGENERATION- PLANTING

When economically mature, some species of trees on the forest are not able to provide adequate seed to regenerate the stand to a fully stocked forest. Although not preferred, artificial regeneration will be utilized all red pine sites and will be considered on jack pine sites when site conditions dictate. Artificial regeneration of sites may also be considered in small locations for the benefit of wildlife habitat.

These sites will require additional work to prepare for planting. Site preparation including competition control including mechanical, chemical (herbicide), and prescribed fire will be utilized. Seedling site preparation including patch scarification or mechanical furrowing will be completed. Tree seedlings will be purchased and planting will be done by hand or machine under contract.

To preserve the County investment in the planting site, competition control including release of tree seedlings by mechanical or chemical (herbicide) will be practiced until the trees fully stock and dominate the areas planted.

505.4 SUMMARY OF PRACTICES TO MANAGE FOR TREE HEALTH AND ENSURE REGENERATION OF THE FOREST FOR THE FUTURE

Practice of silviculture is an inexact science with many different variables. Natural disturbances, differences in weather and climate, and human factors all change the forest as years go by. Due to those factors, tree and timber inventories are not always accurate enough to determine exact timing of practices. A table of all planned silvicultural activities and maps of those activities during the term is available in Appendix _____ of this plan

520 SPECIAL USES

1. Recognizing the vast potential for a variety of special uses of the County Forest by governmental units, businesses, organizations or individuals, the committee may designate specified areas for special uses under a permit or use agreement. Such use agreement shall include a detailed plan for the use and a management plan for the area. Any special use permit or agreement must be consistent with the intent and purposes of the County Forest Law and shall insure that activities and development proposed fully protect Vilas County from any liability that may occur. As public lands, this liability shall include but not be limited to protection of liability for injury to people and property, documentation of permits and efforts undertaken to meet requirements Federal and State environmental laws and items as required in the Forest Certification Standards of the Sustainable Forestry Initiative and the Forest Stewardship Council. County staffing will assist with such planning, documentation and permitting as identified.
2. All special use permits or use agreements must conform with all existing County policies, reviews and protocols for approval.
3. All requests for specialized uses of any County Forest lands will require a permit or use agreement authorized by the Committee action at a duly noted meeting.
4. Use agreements with entities not under direction of Vilas County government will require

documentation of liability insurance naming Vilas County as insured.

5. Use agreements extending beyond one year may require cash payments or bonding to protect the County if the use may result in environmental degradation or a future need to reclaim the land to pre-use forested conditions.
6. A list of existing special use areas and standing use agreements can be found the Appendix.

520.1 DEVELOPMENT AND OPERATION OF RECREATIONAL FACILITIES, TRAILS AND SPECIAL USE EVENTS

Development and operation of recreational facilities, trails, and special use events may be the responsibility of a County department or may be the responsibility of an external partner, but all such developments and operation affect the management of the trees and the forest and must follow standards for protection of resources. Chapter 900 will address designation of special use areas for County Parks and Recreation facilities. To provide for protection of the trees, forest and resources on the County forest, in areas not designated as special use areas in Chapter 900, all development and operation of recreational facilities, trails and special use events shall require a special use permit or special use agreement and operations plan reviewed and approved by the Forest Administrator to ensure conformance with this plan, resource protection standards and s. 28.11 (9) Wis. Stats., with final approval of the Committee.

520.2 COLLECTION OR HARVESTING OF PRODUCTS OTHER THAN TIMBER (SPECIAL FOREST PRODUCT PERMITS)

While normally limited in scope, collection of products such as firewood, Christmas trees, balsam boughs and other products for personal use and small amounts for resale has the potential to affect the management of the trees and the forest. Standards for protection of resources also need to be followed in these collections. To provide protection for the trees, forest, and resources, all collection of harvesting of products on the County forest, as required in the Chapter 16 “Forestry and Land” of the Vilas County code of ordinances, will require a written permit issued by the Forestry and Land Department. Permits will be issued as follows:

1. A written permit for taking fuelwood for personal use must be obtained from the Vilas County Forestry Office. Permits will be issued for a specific areas as designated on the permit.
2. A written permit for cutting boughs for personal use will be issued for a specific area as designated in the permit. Bough payment rate will be set by action of the Vilas County Forestry, Recreation and Land committee.
3. Written permits may be issued for other special forest products for community or personal use, with fees established by action of the of the Vilas County Forestry, Recreation and Land committee.
4. Stumpage of fuelwood, Christmas trees, boughs, posts and poles and other special forest products for resale will be handled as a regular timber sale with the process determined by a case-by-case basis as determined appropriate by action of the of the Vilas County Forestry, Recreation and Land committee.

520.1 SAND AND GRAVEL

Existing sand and gravel pits located on the County Forest may be used only by units of government or contractors performing public works as required under the County Forest Law stated in Chapter 28.11. Use of existing pits and the opening of new pits by other than the County Forestry Department will require Committee approval and be authorized by permit only. The condition of such permits may include, but are not be limited to:

1. Locations shall have prior approval by committee action.
2. Documentation of mining permit applications through Vilas County Zoning Department.
3. Documentation of approved reclamation plan
4. Requiring the pit and its access road to be screened from view from any public highway
2. Requirement of severing trees from the stump
3. Disposition of brush and dirt spoil by leveling or hauling away
4. Sloping to prevent steep banks
5. Filing with the forestry office an annual written report of gravel and sand removed and documentation of public use locations.

6. Cash payments or bonding to protect the County future need to reclaim the land to a forested condition

Other conditions may be set at the discretion of the Committee or County Forest Administrator. The Committee may set fees for materials removed. Other non-metalliferous materials will be dealt with on an individual basis.

All active, nonmetallic sites greater than one acre in size, including those on the County Forest, are also subject to the provisions of the Nonmetallic Mining Reclamation Program, Chapter NR 135, Wis. Adm. Code. The County Forestry Department shall work with the local permit coordinator (often county or local zoning office) in obtaining the necessary permits for nonmetallic mining operations.

Sand and gravel may, under some circumstances, be leased to private contractors for private use. In these situations, the land must be withdrawn from the County Forest Law until sand/gravel removal and reclamation of the site is completed. This use will require purchase of appropriate replacement lands, at the cost of the private contractor, to allow for withdrawal of lands located within the forest. Upon completion of reclamation to the satisfaction of the county and the state, the lands all original lands shall be reclaimed and revert to the County to be reapplied for entry under the County Forest Law.

520.2 EXPLORATION, PROSPECTING, AND MINING

1. The committee may investigate all mineral exploration, prospecting and mining requests as they are received.
2. The DNR shall be notified of all requests as they become known in accordance with s. 28.11(3)(i) and (j) and with DNR Manual Code 2712.1 or other codes which may be subsequently adopted.

The [Public Lands Handbook](#) should be referenced for more detailed procedure.

520.3 SANITARY LANDFILLS

The use of County Forest lands for sanitary landfills will not be allowed unless the lands involved are withdrawn from the County Forest Law.

520.4 MILITARY MANEUVERS

Military maneuvers on County Forest lands will be considered under a lease or written land use agreement. Upon receipt of a written request from the military the Committee, other necessary County staff, Military, and DNR representatives will discuss the issue at a public Committee meeting. After the needs have been outlined, the site shall be field checked, DNR input and consistency with the County Forest Law sought, and town officials advised. Depending on the scope of the project, a public hearing may be appropriate. If all aspects and concerns are addressed and agreed to, a legal instrument will be drafted. The matter will then be brought back to a Committee meeting for final input and approval. The [Public Forest Lands Handbook](#) will be used for further direction in this matter.

520.5 PUBLIC UTILITIES.

Easements for public utilities may be considered by the Committee. Underground installations will be encouraged. The following main provisions shall be included in any County Board resolution granting permission for construction of any utility transmission line:

1. Utility may be billed for merchantable forest products and existing timber reproduction.
2. Utility may be billed for land removed from production due to right-of-way clearing for losses of future income and multiple use benefits.
3. Land removed for utility operations that is no longer suited “primarily for timber production or, that is no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes” (s. 28.11(4)(c) Wis. Stats) may need to be withdrawn from county forest law designation. The utility shall replace any lands requiring withdrawal from county forest with other lands suitable for county forest entry that are in the forest blocking of the County Forest.

4. Utility companies will be encouraged to use existing corridors and underground lines to minimize disturbance to the county forest and native plants and animals.
5. Merchantable timber will be removed in a manner approved by the Committee. Timber cut must be reported to the DNR on form 2460-1.
6. Utility must provide notice of proposed route, including a map of not less than 1 inch /mile scale, 90 days in advance of proposed construction.
7. Special maintenance, controlled access and signage concerns shall be addressed in any proposal.
8. An appropriate fee shall be charged for easements.

520.6 ACCESS TO PRIVATE LAND

The Department has determined that granting a private easement across county forest lands is not consistent with the County Forest Law program. This determination is based on an Attorney General opinion (*OAG-08-10*). Easement grants to individuals are generally determined to be an exclusive right on a publicly owned asset. Counties are generally restricted from granting easements unless the overall management of the forest could be improved by granting the easement or if the easement grant will serve a greater public good.

520.6.1 Temporary Access

Requests for temporary access across County Forest Lands will be reviewed for any potential conflicts with management activities or public access. If impacts are minimal, access for short term needs will be permitted through the use of access agreements or letters of authorization. Temporary access is generally for activities such as access to maintain utilities (rail, powerline, etc.) or for logging access on private lands. The recipient of temporary access is required to restore the roadway to at least its prior condition and to expand coverage of any performance deposits or liability insurance to cover the use of the County road.

520.6.2 Access Agreements

Requests for access to private lands may be made by private parties to build or improve

access roads through the County Forest. Access agreements will be considered on a case-by-case basis and with the understanding that the County is not legally obligated to provide access to private lands.

A fee of \$100.00 (\$20.00/year for 5 years) will be assessed by the Committee for access permits. The Committee may elect to waive these fees in cases of agreement renewals or in cases of existing roads or driveways.

Access across County Forest lands must be demonstrated by the applicant as the route of last resort, including evidence of an offer of fair compensation for access across other private lands. The following stipulations will be included in access agreements:

1. Permits are made by and between the County and the property owner. The permits are not transferrable and subsequent property owners must secure their own agreement.
2. Permits are not to exceed 5 years.
3. Gates, signs, or other articles of the permittee are not permitted on County lands
4. The Permittee shall pay Vilas County \$100.00 (\$20.00/year for 5 years).
5. Prior to this Permit taking effect the Permittee shall submit for approval to the Vilas County Forest Administrator a plan describing the access way construction and maintenance. No deviations from this plan will be allowed without the prior written approval of the Vilas County.
6. Permittee understands that this access permit **does not** create a legal easement on the Vilas County property and that the area under this agreement, on County owned land, will remain open, at all times, to use of the Owner, contractors completing work on County property and the public for access to the County forest land.
7. If the Vilas County determines that further use of the above described property by the Permittee will interfere with present or future management objectives of the Vilas County, including timber harvesting, this permit may be cancelled by 30 days written notice by the Owner to the Permittee.
8. This permit is non-transferable.

9. No merchantable wood products will be cut without prior written approval of the Forest Administrator. Any wood products approved for cutting will be cut and piled by species and all wood in 100" lengths cut to a 4" top diameter. Vilas County shall retain ownership of any wood product cut and retains the right to charge Permittee for the value of trees removed based upon current market rates for such product. Once the value of trees is paid by the Permittee to the Vilas County, Vilas County shall provide a bill of sale, changing ownership of product to the Permittee and authorizing Permittee to remove products from the site. Failure to follow this procedure may subject the Permittee to trespass and timber theft charges against the Permittee.
10. All stumps, slash, waste materials, and other debris resulting from the permitted land use shall be disposed of by the Permittee as directed by the Forest Administrator.
11. No cutting or trimming of trees shall be done without the prior written approval of the Forest Administrator.
12. The Permittee agrees to reimburse Vilas County for any damage to the subject property that arises from the permitted construction, maintenance, or use of the described lands.
13. The Permittee shall maintain the area under this permit in a safe condition at all times, causing no obstruction to free and uninhibited use by the public.
14. This Permit does not give the Permittee, its members or agents any rights pertaining to hunting or trapping; said rights remaining under the control of the Vilas County.
15. The Permittee agrees to protect, indemnify, and save harmless the Vilas County, its agents, and employees from and against all claims, demands, suits, liability, and expense by reason of loss or damage to any person whatsoever that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands, and the Permittee shall defend the Vilas County in any such action or claim. Access area shall be identified as an insured property under the Permittee's property liability insurance, for use pertaining to the Permittee and that coverage documentation shall be provided to Vilas County.
16. The Permittee shall notify the Forest Administrator within 30 days of any change of address for the Permittee. The Permittee shall notify the Forest Administrator 30 days prior to sale of Permittee property. If property is sold, Permittee shall inform

new owner of requirements to obtain a new access permit, this permit is non-transferable.

520.6.3 Prescriptive Easements

Historical access points and driveways may meet the requirements of prescriptive use. A prescriptive use easement does not generally trigger a need to withdraw lands from the County Forest program unless the public is excluded from motorized travel on the subject road. Any potential claims of prescriptive easement across County Forest lands must be reviewed by legal counsel in order to determine legal validity and possible legal defense or standing.

520.6.4 Other Types of Access

Complex issues of private access needs may arise in the future. Any proposals to grant an easement across County Forest must help achieve the purposes of the County Forest Law and meet a standard of better and higher public use. Easements to private parties will require withdrawal from County Forest Law and are to be discussed with the Department prior to initiating any proposals.

520.7 PRIVATE UTILITY SERVICE LINES

If a landowner cannot gain utility access across other lands, the committee may consider a land use agreement for access across County Forest. Requests will be considered on a case by case basis. These agreements should consider the inclusions mentioned below:

1. The permit is non-transferrable
2. The County retains full ownership of the utility corridor, however it shall not be liable for maintenance, upkeep, or other damages associated with the utility service.
3. The permittee waives any rights to any declaration of ownership or interest in the utility corridor on County land for administrative costs as a result of this Land Use Agreement – Utility permit. This agreement is granted upon the signature and any fees being received by Vilas County.
4. The fee for such a land use agreement is set at \$_____ per lineal foot for each

utility with a minimum fee of \$_____.

5. The standard land use agreement for utility access is included as an exhibit in Chapter 900.

520.8 COMMUNICATION TOWERS

The siting of communication towers on the Vilas County Forest will be considered by the Committee on a limited basis. Requests will be considered on a case by case basis subject to the following conditions:

1. It must be demonstrated that the site is the most practical location for such a tower.
2. Land selected for such a tower is no longer suitable for continued entry in the County Forest program. According to section 28.11(4), Wis. Stats, any accompanying lands needed for tower support wires that inhibit the practice of forestry and are no longer suitable for scenic, outdoor recreation, public hunting & fishing, water conservation or multiple use purposes may also need to be withdrawn from County Forest Law. Withdrawal is subject to approval by both County Board and DNR.
3. A request to withdraw lands from County Forest Law by a private communication company shall follow withdrawal protocol.
4. Vilas County shall be provided use of such tower for \$_____.
5. Any agreement should also consider the inclusions listed under 520.5 (Items 1-8).

520.9 OTHER

Other types of special uses of the county forest may be considered by the committee. Regulations governing these uses will be developed on an individual basis. *These may include, but are not limited to: research, independent study and scientific areas.*

525 TREATY RIGHTS: GATHERING MISCELLANEOUS FOREST PRODUCTS

The Forest and Land Ordinance- Chapter 16 of the Vilas County Code of Ordinances

adopted by the County Board of Supervisors of the County of authorizes Vilas County to require permits for gathering miscellaneous forest products on County land by Native American treaty rights participants. The ordinance, Section 16.09 of the General Code of Vilas County, adopts language of, and complies with, the Federal District Court decision and states as follows:

1. Any treaty rights participant interested in gathering firewood, tree bark, maple sap, lodge poles, boughs, marsh hay or other miscellaneous forest products (except fruits, seeds, or berries not enumerated in County ordinances) from County land shall obtain a County gathering permit from the County forestry office. The County shall respond to the gathering permit request no later than 14 days after receipt of the request. The gathering permit shall indicate the location of the material to be gathered, the volume of material to be gathered, and conditions of the gathering of the material necessary for conservation of the timber and miscellaneous forest products on the County land, or for public health or safety.
2. The County may not deny a request to gather miscellaneous forest products on county property under this section unless: (a) the gathering is inconsistent with the management plan for the property, (b) the gathering will conflict with the pre-existing rights of a permittee or other person possessing an approval to conduct an activity on the property, including a contractor of the county or, (c) is otherwise inconsistent with conservation or public health or safety. See subchapter IV, Ch.NR13, Wis. Adm. Code.

520 UNAUTHORIZED REMOVAL OF PRODUCTS OR CUTTING OF TREES

All cases of alleged unauthorized removal of products or cutting of trees on the county forest without proper permitting or authorization as outlined in Sections 505 and 510 of this chapter shall be investigated and resolved promptly. An allegation of theft by cutting and /or removing trees from the county forest does not alleviate the county from payment under s. 28.11 (9) Wis. Stats. The county will collect damages pursuant to s. 26.05 Wis. Stats. and may also pursue criminal charges under s. 943.20 Wis. Stats. and /or seek civil damages.

520.1 THEFT OF PRODUCTS AND TIMBER INVESTIGATION

Investigation for violations of practices and permit requirements and alleged theft of products or timber will utilize the following procedure:

1. Determination of Theft
 - A. Gathering facts - The county, through its sheriff's department and along with assistance of the DNR liaison, rangers and wardens, will ascertain the facts pertinent to the alleged theft, including determination of the damages to the county. Legal counsel representing the county should be involved in all aspects of investigation. Property involved in the alleged theft may be seized pursuant to s. 26.064 Wis. Stats. for use as evidence.
 - B. Boundary determination - If property boundaries are involved, the county shall conduct a legal survey of the boundary in question.

525 ENCROACHMENTS

All cases of alleged unauthorized use of County Forest property without proper permitting or authorization as outlined in Sections 505 and 510 of this chapter shall be defined as an encroachment on the County Property. The county will actively investigate all suspected cases of encroachments on the County Forest. To insure the integrity and continuity of the County Forest land, all cases will be dealt with promptly and in a consistent manner. The following procedures will be used in all cases of suspected encroachments:

1. The county will establish property boundaries; if necessary, a legal survey will be conducted.
2. The county will gather all facts.
3. The Committee, in consultation with the forest administrator, county legal counsel, and the DNR, will make a decision as to the disposition of the case.
 - A. All above ground encroachments that are movable will be removed from county property.
 - B. Permanent type facilities, such as homes, garages, and septic systems shall be addressed individually and may be removed or handled by a land use agreement. Sale or transfer of the encroachment should remain an option depending on the circumstances involved and the

viability of an adverse possession claim (s. 893.29 Wis. Stats.).

- C. Provisions in the land use agreement, if that option is pursued, may include granting the encroacher permission to encroach on the County Forest lands with the following stipulations: no other encroachments will be allowed; the permit is non-transferable; the county must be notified once encroachment is terminated; county continues full ownership and control of property; permittee agrees to waive any rights to any future declaration of ownership or interest in the encroached county property; county reserves the right to cancel the permit and the permit is to be filed in the office of the County Forestry Department and all fees related to the land use permit shall be paid by the permittee.
- D. A copy of the actual Land Use Agreement can be found in the Appendix.